

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

THE HARBOR GRAND, L.L.C.,

Plaintiff,

v.

EMCASCO INSURANCE COMPANY,

Defendant.

No. 1:22-cv-837

PETITION TO APPOINT AN UMPIRE FOR APPRAISAL PROCESS

NOW COMES The Petitioner, THE HARBOR GRAND, L.L.C., a Delaware Limited Liability Company, by and through its attorneys, McVey & Parsky, LLC, and hereby petitions this Court for an Order appointing an Umpire for the Appraisal Process of this dispute. In support of its Petition, Petitioner states the following:

PARTIES AND JURISDICTION

1. The Harbor Grand, L.L.C. (“Harbor”) is a Delaware Limited Liability Company. Harbor’s sole member resides in Illinois.
2. EMCASCO Insurance Company (“EMCASCO”) is an Iowa corporation with its principal place of business in Des Moines, Iowa.
3. This Court has jurisdiction over this matter, pursuant to 28 U.S.C § 1332 as this matter is one between citizens of different states and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.
4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because the property at issue is located in New Buffalo, Michigan and the Policy was issued in Lansing Michigan.

FACTS GIVING RISE TO THE PETITION

5. EMCASCO issued a commercial property policy of insurance, Policy No. 6A0-20-43---20, to Harbor. The Policy insured the premises located at 111 W. Water St., New Buffalo, MI 49117. The Policy was in effect on the date of the covered fire loss.

6. On September 27, 2019, a fire occurred at the premises and during the attempt to extinguish the fire the property was almost entirely damaged by water. Harbor made a claim for the property damage, among other claims.

7. Harbor and EMCASCO failed to agree on the amount of loss or the value of the property. EMCASCO invoked the appraisal provision of its policy.

8. As for appraisal, the policy states as follows:

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a.** Pay its chosen appraiser; and
- b.** Bear the other expenses of the appraisal and umpire equally.

9. On June 25, 2021, EMCASCO demanded an appraisal. Both parties then disclosed appraisers pursuant to the Policy's Appraisal provision.

10. The two appraisers have been unable to agree on an umpire.

11. Pursuant to the contract of insurance, Harbor requests that the Court appoint an umpire.

WHEREFORE, Petitioner, The Harbor Grand, L.L.C., respectfully requests that this Court enter an order Appointing an Umpire for the Appraisal Process.

DATED September 9, 2022.

McVEY & PARSKY, LLC

/s/ D. Timothy McVey

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